



# AmTrust Surety

## An AmTrust Financial Company

Contract Xpress is designed specifically for Artisan and Small Contract Accounts with infrequent surety bond needs. The program is intended for contractors with single bond/job needs of up to \$400,000 with Aggregate Work Programs not to exceed \$500,000 (AmTrust Surety open/active bond liability), covering work on short term projects close to the contractor's base of operation and of a size/scope commensurate with the contractor's prior experience. Contract Xpress is not intended for Asbestos Abatement, Completion, Hazardous Materials, Multi-Year or Indefinite Quantity Contracts. Further, Sovereign Nation owners and other contracts may require additional underwriting details.

### Instructions:

Submit fully completed and signed application along with copy of bond forms, contract and certificate of insurance.

If additional information in any section is required, use additional pages as appropriate.

### Frequently Asked Questions:

1. Principal/Company? Provide name as shown on Contractor's License in the State where contract is to be performed. This must be the same name that appears on both the Contract and the Bonds.
2. Current Work on Hand? Provide both the number of jobs currently in progress (including signed contracts not yet begun) regardless if bonded or not and the estimated total costs remaining to complete these same jobs.
3. Owner Indemnitor Information? Provide details on ALL owners and their respective spouses.
4. Job Description? Provide scope of project, your specific obligations under contract and location of work.
5. Bid Results? Provide names and bids of next 3 bidders submitted on this project.
6. Bond Forms? Either attach copy of bond forms or advise appropriate forms to use.
7. Multiple Obligee? In the event that the contract requires multiple obligees, please provide details on additional pages.
8. Agency Information? To be completed by agent.
9. Indemnity Agreement Signature Block?  
Principal is the same as the name provided on page 1 of application and in question number 1 above. In all instances, an authorized owner and/or officer must sign on behalf of the Principal.  
Indemnitors are the same as the owners listed on page 1 of the application and described in question number 3 above. All owners and respective spouses must sign the indemnity agreement.



# CONTRACT XPRESS APPLICATION

AmTrust Surety  
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Corporation     Proprietorship     Partnership     LLC     LLP     Other

## CONTRACTOR INFORMATION

Principal/Company: \_\_\_\_\_ Contractor's License No: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
(Street, City, State, Zip)  
 Year Company Started: \_\_\_\_\_ Operations Under Current Management Since: \_\_\_\_\_ Net Worth: \$ \_\_\_\_\_  
 Type of Construction Performed: \_\_\_\_\_ Operating Territory: \_\_\_\_\_  
 Largest Completed Contract: Price: \$ \_\_\_\_\_ Gross Profit: \$ \_\_\_\_\_ Year Completed: \_\_\_\_\_  
 Description: \_\_\_\_\_

Total Current Work On Hand: Number of Jobs: \_\_\_\_\_ Estimated Cost to Complete: \$ \_\_\_\_\_

- Has the company ever failed to complete a contract?  Yes  No
- Has the company, any stockholder, owner, partner or any affiliate ever filed for bankruptcy or been placed in receivership?  Yes  No
- Are there any liens filed against the company's or related entity's projects?  Yes  No
- Are you involved in any litigation or been delinquent in payroll, state or federal taxes within the past three (3) years?  Yes  No
- Has the company, any officer, owner or partner been in claim with a surety?  Yes  No
- Are any assets held in trust or pledged to creditors?  Yes  No
- Has the applicant, or any of its owners, applied for or obtained other bonds within the last twenty-four (24) months?  Yes  No

Explain all "Yes" answers: \_\_\_\_\_

## OWNER / INDEMNITOR INFORMATION

Provide Information on all Owners and their respective spouses:

Name and Email Address	Address (No P.O. Boxes)	Date of Birth	Social Security #	Net Worth	% of Ownership	Years in Construction	Title
Owner:	<input type="checkbox"/> own						
Email Address:	<input type="checkbox"/> rent						
Spouse:	<input type="checkbox"/> own						
Email Address:	<input type="checkbox"/> rent						
Owner:	<input type="checkbox"/> own						
Email Address:	<input type="checkbox"/> rent						
Spouse:	<input type="checkbox"/> own						
Email Address:	<input type="checkbox"/> rent						

*(If All Owners not listed, please attach additional application.)*

## CONTRACT INFORMATION

Job Description: \_\_\_\_\_ Project Location: \_\_\_\_\_  
 Estimated Bid Price/Contract Price: \$ \_\_\_\_\_ Bid Date: \_\_\_\_\_ Anticipated Start Date: \_\_\_\_\_  
 Time For Completion: \_\_\_\_\_ Liquidated Damages: \$ \_\_\_\_\_ Warranty Period: \_\_\_\_\_  
 Bid Results: 1) \_\_\_\_\_ / \$ \_\_\_\_\_ 2) \_\_\_\_\_ / \$ \_\_\_\_\_ 3) \_\_\_\_\_ / \$ \_\_\_\_\_  
Name Amount Name Amount Name Amount  
 Oblige/Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
(Street, City, State, Zip)

## BOND INFORMATION

Required Bid Bond Amount or Percentage: \_\_\_\_\_ Required Performance Bond Amount or Percentage: \_\_\_\_\_  
 Required Payment Bond Amount or Percentage: \_\_\_\_\_ Required Maintenance Bond Amount or Percentage: \_\_\_\_\_  
 Required Bond Forms: \_\_\_\_\_

## AGENCY INFORMATION

Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
 Producer: \_\_\_\_\_ Length of Agency Relationship with Account: \_\_\_\_\_  
 Agency Recommendation: \_\_\_\_\_  
 Additional policies written for applicant or owners? \_\_\_\_\_ All premium current?  Yes  No

## STATE FRAUD WARNINGS

### ALABAMA

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF. ALABAMA CODE SECTION 27-12A-20 SUBSECTION A.

### ARKANSAS

ANY PERSON, WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 23-66-503(A) OF THE ARKANSAS INSURANCE CODE.

### COLORADO

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES. SECTION 1-01-127(I) COLORADO REVISED STATUTES.

### DISTRICT OF COLUMBIA

IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT. DISTRICT OF COLUMBIA CODES, SECTIONS 22-3825.1 TO 22-3825.10.

### FLORIDA

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE. CHAPTER 817.234 OF FLORIDA STATUTES.

### KENTUCKY

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME. KENTUCKY STATUTES, KRS 304.47-030.

### MAINE

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. MAINE INSURANCE CODE 24-A M.R.S.A. 2186(3).

### MARYLAND

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 27-805(b)(1) OF THE ANNOTATED CODE OF MARYLAND.

### MINNESOTA

A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME. SECTION 60A.955 OF THE MINNESOTA STATUTES.

### NEW JERSEY

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES. SECTION 17:33A-6(c) OF THE NEW JERSEY STATUTES.

### NEW MEXICO

ANY PERSON, WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. SECTION 59A-16C-8 NEW MEXICO STATUTES.

### NEW YORK

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION. NEW YORK INSURANCE LAW, SECTION 403(d).

### OHIO

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING FALSE OR DECEPTIVE STATEMENT, IS GUILTY OF INSURANCE FRAUD. OHIO REVISED CODE SECTION, ORC 3999.21.

### OKLAHOMA

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION, IS GUILTY OF A FELONY. OKLAHOMA STATUTES 36 O.S. 3613.1 O.R. 365: 15-1-10(c).

### PENNSYLVANIA

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL PENALTIES. 18 PA C.S.A SECTION 4117.

### TENNESSEE

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS. TENNESSEE CODE ANNOTATED SECTION 56-53-111(b).

### VIRGINIA

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS. VIRGINIA STATUTES 52-40.

### WASHINGTON

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. WASHINGTON RCW 48.135.080.

# INDEMNITY AGREEMENT - READ CAREFULLY

By signing this Indemnity Agreement ("Agreement") principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce Developers Surety and Indemnity Company and/or Indemnity Company of California and/or CorePointe Insurance Company (hereinafter "Surety") to issue any and all bonds on behalf of principal or other Indemnitor (collectively "Bonds"). The term Bonds includes any bond issued before, on or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Each Indemnitor further affirms that he, she or it understands that Bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors, and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature (including for investigation) which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount. Any Loss incurred by Surety, receipt of any claim which might result in a Loss to Surety, or any failure to otherwise honor any obligation in this Agreement shall constitute a default.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, adjustments, or modifications.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the surety attesting to the Loss shall be prima facie evidence of the Loss.
4. If Surety, in its sole discretion, deems it necessary to protect itself from potential Loss it may demand collateral from Indemnitors in an amount Surety deems adequate. Indemnitors shall immediately deposit the full amount of collateral in cash or other acceptable form with Surety whether or not it has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual or potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety Indemnitors, upon Surety's declaration of principal's default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts, proceeds, accounts receivable, return premium from Surety or others in which Indemnitors have any interest; and all subcontracts under the Obligation. Indemnitors hereby grant security interests in all equipment, machinery, plant, inventory, vehicles, tools, real property, and all other assets. This agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect security interests.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. If a Bond relates to a subdivision improvement agreement Surety may revert to acreage the real property which is the subject of this agreement. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Upon submission of the Application and until full satisfactory performance of the Obligation and exoneration of the Bonds, Surety may freely access, examine, copy and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction and each indemnitor releases such third parties from liability resulting from the provision of such information.
9. Each Indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under the Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.
10. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
11. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
12. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which, taken together, shall constitute one and the same instrument.
13. This Agreement is a continuing obligation and may not be terminated for past or present bonds. Indemnitors may, however, terminate obligations as to future bonds by providing the Surety with a minimum of 30 days written notice mailed to: P.O. Box 19725, Irvine, CA 92623. Termination shall be effective 30 days after Surety provides Indemnitor with written acknowledgement of receipt.
14. As consideration for Surety's execution of the Bonds applied for, each Indemnitor jointly and severally agrees to be bound by all of the terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation.

## **SEE FRAUD WARNING ON PAGE 2**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Principal/Company Name (Print): \_\_\_\_\_

Print Authorized Signatory's Name and Title here: \_\_\_\_\_ Signature X \_\_\_\_\_

**Indemnitors:**

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

(Indemnitor) Print Name here: \_\_\_\_\_

(Spouse) Print Name here: \_\_\_\_\_

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

(Indemnitor) Print Name here: \_\_\_\_\_

(Spouse) Print Name here: \_\_\_\_\_

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

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Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

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(Spouse) Print Name here: \_\_\_\_\_